RECENT CASES.

ADMINISTRATORS—MISCONDUCT—COMMISSIONS.—IN RE GALL, 95 N. Y. SUPP. 124.—Where an administratrix has been guilty of misconduct, *held*, that on the settlement of her account, the surrogate may, in his discretion, deny her statutory commissions.

Such is the general rule. *Hall v. Wilson*, 14 Ala. 295; *State ex rel. Wolff v. Berning*, 74 Mo. 87. Though the contrary has been held. *In re Fitzgerald*, 57 Wis. 508. But the misconduct must consist of fraud, gross negligence, or wilful default causing loss to the estate. *Smith v. Kennard's Ex'r*, 38 Ala. 695; *St. Paul Trust Co. v. Kittson*, 62 Minn. 408. And unwise administration unaccompanied by fraud and bad faith, where long delay in accounting was without excuse, has been held sufficient. *In re Atherton's Estate*, 8 Knep. 150. But, on the other hand, that unfaithful administration on the part of an executor will not deprive him of compensation for his services so far as they have been beneficial to the estate. See *Jennison v Hapgood*, 10 Pick. 77.

ADVERSE POSSESSION—COLOR OF TITLE—TAX DEEDS.—BRANNAN V. HENRY, 39 So. 92 (ALA.).—*Held*, that a tax deed, though void as a muniment of title, is admissible to show color of title to support adverse possession if it sufficiently describes the land.

The tendency has been to support this proposition. Some federal decisions have rejected it in the past, but the most recent cases support it where the deed is not void on its face. *Truce v. Am. Ass.*, 122 Fed. 598, 58 C. C. A. 266; *Bartlett v. Ambrose*, 42 U. S. App. 381. The older cases followed it rather on the ground of the accuracy of the description of the land. *Harrison v. Spencer*, 90 Mich. 586; *Rensens v. Lawson*, 91 Va. 226; *Edgerton v. Bird*, 6 Wis. 527. And some even where the property was inaccurately described. *Smith v. Shattock*, 12 Ore. 362; *Childs v. Shower*, 18 Iowa 261. *Contra*, *Berendo v. Kaiser*, 66 Tex. 352. Color of title can be claimed only for as much as is described. *Stevens v. Johnson*, 55 N. H. 405. In the following cases claims of color of title under invalid tax deeds were not allowed. *Moore v. Brown*, 11 How. 424; *Matterson v. Devoe*, 18 Kan. 223; *Brougher v. Stone*, 72 Miss. 647.

ATTORNEY AND CLIENT—SIGNATURE OF ATTORNEY ON BOND.—HAYES V. BRONSON, 61 ATL. 549 (CONN.).—An attorney, while acting for a firm as plaintiffs in a replevin suit, signed the replevin bond "John Doe, Attorney for Plaintiff."—*Held*, that he bound himself personally and not his clients.

A principal cannot be charged on a bill drawn by "A. B., agent." *Pentz v. Stanton*, 10 Wend. 271. A Court of Equity will look beyond the form of execution, and, having ascertained the intention of the signer, will, if possible, give the effect intended. *Stark v. Stark*, 94 U. S. 477. An unsealed instrument signed in the name of the agent binds the principal if that intent appears on its face and the agent has authority. *McDonald v. Bear River Co.*, 13 Cal. 220. Even if the agent sign as such and use his own seal he may not be